

# EXHIBIT A



State of Alabama Unified Judicial System Form ARCiv-93 Rev. 9/18	<b>COVER SHEET</b> <b>CIRCUIT COURT - CIVIL CASE</b> (Not For Domestic Relations Cases)	Ca: 11 Date of Filing: 05/06/2021 JUDGE OF TRIAL: JUDGE CLERK: KIM MCCARSON, CLERK
GENERAL INFORMATION		
IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA JENNIFER REILLY v. AVERY AUTO SALES, INC. ET AL		
First Plaintiff: <input type="checkbox"/> Business <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other		
First Defendant: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other		
NATURE OF SUIT: Select primary cause of action, by checking box (check only one) that best characterizes your action:		
<div>TORTS: PERSONAL INJURY <input type="checkbox"/> WDEA - Wrongful Death <input type="checkbox"/> TONG - Negligence: General <input type="checkbox"/> TOMV - Negligence: Motor Vehicle <input type="checkbox"/> TOWA - Wantonness <input type="checkbox"/> TOPL - Product Liability/AEMLD <input type="checkbox"/> TOMM - Malpractice-Medical <input type="checkbox"/> TOLM - Malpractice-Legal <input type="checkbox"/> TOOM - Malpractice-Other <input type="checkbox"/> TBFM - Fraud/Bad Faith/Misrepresentation <input type="checkbox"/> TOXX - Other: _____</div> <div>TORTS: PERSONAL INJURY <input type="checkbox"/> TOPE - Personal Property <input type="checkbox"/> TORE - Real Property</div> <div>OTHER CIVIL FILINGS <input type="checkbox"/> ABAN - Abandoned Automobile <input type="checkbox"/> ACCT - Account &amp; Nonmortgage <input type="checkbox"/> APAA - Administrative Agency Appeal <input type="checkbox"/> ADPA - Administrative Procedure Act <input type="checkbox"/> ANPS - Adults in Need of Protective Service</div>		
<div>OTHER CIVIL FILINGS (cont'd) <input type="checkbox"/> MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/ Enforcement of Agency Subpoena/Petition to Preserve <input type="checkbox"/> CVRT - Civil Rights <input type="checkbox"/> COND - Condemnation/Eminent Domain/Right-of-Way <input type="checkbox"/> CTMP - Contempt of Court <input type="checkbox"/> CONT - Contract/Ejectment/Writ of Seizure <input type="checkbox"/> TOCN - Conversion <input type="checkbox"/> EQND - Equity Non-Damages Actions/Declaratory Judgment/ Injunction Election Contest/Quiet Title/Sale For Division <input type="checkbox"/> CVUD - Eviction Appeal/Unlawful Detainer <input type="checkbox"/> FORJ - Foreign Judgment <input type="checkbox"/> FORF - Fruits of Crime Forfeiture <input type="checkbox"/> MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition <input type="checkbox"/> PFAB - Protection From Abuse <input type="checkbox"/> EPFA - Elder Protection From Abuse <input type="checkbox"/> QTLB - Quiet Title Land Bank <input type="checkbox"/> FELA - Railroad/Seaman (FELA) <input type="checkbox"/> RPRO - Real Property <input type="checkbox"/> WTEG - Will/Trust/Estate/Guardianship/Conservatorship <input type="checkbox"/> COMP - Workers' Compensation <input checked="" type="checkbox"/> CVXX - Miscellaneous Circuit Civil Case</div>		
ORIGIN: F <input checked="" type="checkbox"/> INITIAL FILING R <input type="checkbox"/> REMANDED A <input type="checkbox"/> APPEAL FROM DISTRICT COURT T <input type="checkbox"/> TRANSFERRED FROM OTHER CIRCUIT COURT O <input type="checkbox"/> OTHER		
HAS JURY TRIAL BEEN DEMANDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P, for procedure)		
RELIEF REQUESTED: <input checked="" type="checkbox"/> MONETARY AWARD REQUESTED <input type="checkbox"/> NO MONETARY AWARD REQUESTED		
ATTORNEY CODE: STE183 5/6/2021 2:16:54 PM Date /s/ WILLIAM TAYLOR STEWART Signature of Attorney/Party filing this form		
MEDIATION REQUESTED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNDECIDED		
Election to Proceed under the Alabama Rules for Expedited Civil Actions: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		



IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

JENNIFER REILLY,

Plaintiff,

v.

AVERY AUTO SALES, INC.;  
FIRST AUTOMOTIVE SERVICE  
CORPORATION; CREDIT  
ACCEPTANCE CORPORATION,

Defendants.

Case No.: \_\_\_\_\_

**PLAINTIFF DEMANDS**  
**TRIAL BY JURY**

**COMPLAINT**

COMES NOW the Plaintiff, Jennifer Reilly, and brings her claims against Defendants, and states her claims as follows:

**PARTIES**

1. The Plaintiff, Jennifer Reilly (hereinafter, "Reilly") is a resident citizen of Calhoun County, Alabama and is an adult over the age of 19 years.

2. It is upon information and belief that Defendant Avery Auto Sales, Inc. (hereinafter, "Avery") is an Alabama Corporation which is licensed to do business in Alabama and at all times relevant to the Complaint was doing business in Calhoun County, Alabama.

3. It is upon information and belief that Defendant First Automotive Service Corporation (hereinafter, "First Automotive") is a New Mexico Corporation which is licensed to do business in Alabama and at all times relevant to the Complaint was doing business in Calhoun County, Alabama.

4. It is upon information and belief that Defendant Credit Acceptance Corporation (hereinafter, "Credit Acceptance") is a Michigan Corporation which is licensed to do business in

Alabama and at all times relevant to the Complaint was doing business in Calhoun County, Alabama.

### **FACTS**

5. On or about April 5, 2018, Plaintiff purchased a 2010 Jeep Liberty from Defendant Avery Auto Sales, Incorporation for the sum of \$13,250.00.

6. Plaintiff financed her purchase of the 2010 Jeep Liberty with Credit Acceptance.

7. Plaintiff furthered entered into a vehicle protection warranty contract with Defendant First Automotive Service Corporation as part of her purchase of the 2010 Jeep Liberty to cover the costs of repairing damaged automobile parts.

8. The coverage period of the express warranty began on April 5, 2018 and was scheduled to end at 12 months from the beginning date and/or 12,000 miles elapsed on the Jeep's odometer which ever came first.

9. In September of 2018, Plaintiff noticed that the water pump was leaking water into the engine. Plaintiff took the Jeep to Defendant Avery's auto mechanic in order to repair the water pump. The water pump was repaired within days of Plaintiff discovering the problem. Plaintiff paid for water pump repair even though the Defendants were required to replace the water pump according to the express warranty agreement between the parties.

10. On October 31, 2018, Plaintiff began noticing the Jeep was running slow and thus the Jeep's engine eventually stopped working that day.

11. On October 31, 2018, Defendant Avery's employee, Mark McGuirk, referred the Plaintiff to take the 2010 Jeep Liberty to the University Jeep of Anniston to repair the failing engine. The Plaintiff paid the sum of \$136.00 to University Jeep of Anniston in order to inspect

the Jeep's failing engine. After the inspection, the University Jeep of Anniston mechanic found that the Jeep had a failing head gasket in the engine.

12. The University Jeep of Anniston's mechanic received authorization from Defendants to proceed with repairing the 2010 Jeep Liberty's failed head gasket and engine. However, after the cost of repair was submitted to Defendants by University Jeep's mechanic, Defendants declined to pay for the repair of the failing head gasket in the 2010 Jeep Liberty's engine.

13. Although the Jeep's head gasket was a covered part in the express warranty, Defendants informed the Plaintiff that the Defendants would not compensate Plaintiff for the costs of repairing the head gasket and the failing engine.

14. The Plaintiff left the inoperable Jeep at the University Jeep of Anniston lot on November 26, 2018 and it remained there until Defendant Credit Acceptance representatives took possession of the 2010 Jeep Liberty when they towed it from the lot.

15. As a result of Defendants' breach of the express warranty agreement, Plaintiff was left with an inoperable automobile and damages in the amount of \$24,740.00.

**COUNT ONE**  
**BREACH OF EXPRESS WARRANTY**

16. Plaintiff hereby adopts and incorporates by reference the allegations contained in paragraphs 1 through 15 of this Complaint as if set forth herein.

17. On or about April 5, 2018, Plaintiff purchased a 2010 Jeep Liberty from Defendant Avery. Plaintiff financed the Jeep with Defendant Credit Acceptance.

18. Defendants Avery and Credit Acceptance issued to Plaintiff in connection with Plaintiff's purchase of the 2010 Jeep Liberty an express warranty.

19. On or about October 31, 2018, the 2010 Jeep Liberty failed and/or malfunctioned in that the head gasket was damaged to the point that the Jeep was inoperable.

20. The Plaintiff notified all Defendants of the Jeep's failure to conform to the attached warranty. However, the Defendants failed to repair the Jeep's head gasket that was covered at the time Plaintiff discovered the problem.

21. As a proximate result of the Jeep's failed head gasket and the Defendants' breach of said warranty, the Plaintiff was injured and damaged as follows:

\$ 1740.00 was incurred for storage costs.

\$ 23000.00 was incurred for loan late fees and the principle of the loan at the time Plaintiff gave possession of the 2010 Jeep Liberty to the Defendants.

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of Twenty-Four Thousand Seven Hundred Forty Dollars (\$24,740.00), plus costs.

#### **FAIR CREDIT REPORTING ACT CLAIM**

22. Plaintiff hereby adopts and incorporates by reference the allegations contained in paragraphs 16 through 21 of this Complaint as if set forth herein.

23. On or about the June 2019, the Defendant Credit Acceptance issued a letter to the credit reporting agencies regarding the Plaintiff's alleged debt for the 2010 Jeep Liberty.

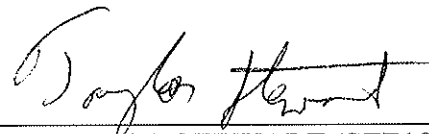
24. Plaintiff requested a credit report from the credit bureaus and found out about the alleged debt on Plaintiff's credit file regarding Defendant Credit Acceptance's false credit report.

25. Plaintiff immediately informed Defendant Credit Acceptance verbally and in writing that the alleged debt to Defendant on her credit file was incorrect and false and requested that the Defendant Credit Acceptance remove the false adverse information from the credit agency's file for the Plaintiff.

26. Despite the Plaintiff's demands, Defendant Credit Acceptance willfully failed to make the request to remove the adverse information from the credit agency's file for the Plaintiff. Further, as a result of Defendant Credit Acceptance's failure to remove the adverse information from the Plaintiff's consumer report, which contained false and unverifiable adverse information, was sent to various users of such report.

27. The Plaintiff was damaged by Defendant Credit Acceptance's willful misconduct in that she lost transportation, incurred a bad credit score, lost income and lost opportunities to obtain loans and purchase credit cards.

WHEREFORE, premises considered, the Plaintiff, Jennifer Reilly, demands judgment against the Defendant Credit Acceptance for compensatory damages as determined by the trier of fact.



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W. TAYLOR STEWART (STE183)

Attorney for Plaintiff

1021 Noble Street, Suite 110

Anniston, Alabama 36202

Telephone: 256-237-9311

Fax: 256-237-0713

[wtst70@stewartandstewart.net](mailto:wtst70@stewartandstewart.net)

**PLAINTIFF SHALL SERVE THE FOLLOWING DEFENDANTS BY CERTIFIED MAIL AS FOLLOWS:**

Avery Auto Sales, Inc.  
c/o Lester A. Avery  
1126 Snow Street  
Oxford, Alabama 36203

First Automotive Service Corporation  
2400 Louisiana Boulevard NE  
AFC 4  
Albuquerque, New Mexico 87110

Credit Acceptance Corporation  
c/o CSC- Lawyers Incorporation Service  
2900 West Road Suite 500  
East Lansing, Michigan 48823

**Court Case Number**  
11-CV-2021-900174.00

- (Phone Number of Server)

<b>State of Alabama</b> <b>Unified Judicial System</b> <b>Form C-34 Rev. 4/2017</b>	<b>SUMMONS</b> <b>- CIVIL -</b>	<b>Court Case Number</b> <b>11-CV-2021-900174.00</b>
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**IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA**  
**JENNIFER REILLY V. AVERY AUTO SALES, INC. ET AL**

**NOTICE TO:** FIRST AUTOMOTIVE SERVICE CORPORATION, 2400 LOUISIANA BLVD NE AFC 4, ALBUQUERQUE, NM 87110  
*(Name and Address of Defendant)*

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THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), WILLIAM TAYLOR STEWART  
*(Name(s) of Attorney(s))*

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WHOSE ADDRESS(ES) IS/ARE: 1021 NOBLE STREET, SUITE 100, ANNISTON, AL 36201  
*(Address(es) of Plaintiff(s) or Attorney(s))*

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THE ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT.

**TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY THE ALABAMA RULES OF CIVIL PROCEDURE TO SERVE PROCESS:**

☐ You are hereby commanded to serve this Summons and a copy of the Complaint or other document in this action upon the above-named Defendant.

☒ Service by certified mail of this Summons is initiated upon the written request of JENNIFER REILLY  
*(Name(s))*  
pursuant to the Alabama Rules of the Civil Procedure.

05/06/2021 *(Date)*      /s/ KIM MCCARSON *(Signature of Clerk)*      By: \_\_\_\_\_ *(Name)*

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☒ Certified Mail is hereby requested.      /s/ WILLIAM TAYLOR STEWART  
*(Plaintiff's/Attorney's Signature)*

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**RETURN ON SERVICE**

☐ Return receipt of certified mail received in this office on \_\_\_\_\_  
*(Date)*

☐ I certify that I personally delivered a copy of this Summons and Complaint or other document to \_\_\_\_\_  
in \_\_\_\_\_ County,  
\_\_\_\_\_  
*(Name of Person Served)*      *(Name of County)*

Alabama on \_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Type of Process Server)*

\_\_\_\_\_  
*(Server's Signature)*

\_\_\_\_\_  
*(Address of Server)*

\_\_\_\_\_  
*(Server's Printed Name)*

\_\_\_\_\_  
*(Phone Number of Server)*

<b>State of Alabama</b> <b>Unified Judicial System</b> <b>Form C-34 Rev. 4/2017</b>	<b>SUMMONS</b> <b>- CIVIL -</b>	<b>Court Case Number</b> <b>11-CV-2021-900174.00</b>
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**IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA**  
**JENNIFER REILLY V. AVERY AUTO SALES, INC. ET AL**

**NOTICE TO:** CREDIT ACCEPTANCE CORPORATION, 2900 WEST ROAD SUITE 500, EAST LANSING, MI 48823  

*(Name and Address of Defendant)*

THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), WILLIAM TAYLOR STEWART  

*[Name(s) of Attorney(s)]*

WHOSE ADDRESS(ES) IS/ARE: 1021 NOBLE STREET, SUITE 100, ANNISTON, AL 36201  

*[Address(es) of Plaintiff(s) or Attorney(s)]*

THE ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT.

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*[Name(s)]*

pursuant to the Alabama Rules of the Civil Procedure.

05/06/2021  
*(Date)*

/s/ KIM MCCARSON  
*(Signature of Clerk)*

By: \_\_\_\_\_  
*(Name)*

☒ Certified Mail is hereby requested. /s/ WILLIAM TAYLOR STEWART  
*(Plaintiff's/Attorney's Signature)*

**RETURN ON SERVICE**

☐ Return receipt of certified mail received in this office on \_\_\_\_\_  

*(Date)*

☐ I certify that I personally delivered a copy of this Summons and Complaint or other document to \_\_\_\_\_  

\_\_\_\_\_  
*(Name of Person Served)*

in \_\_\_\_\_  
*(Name of County)*

County,  
\_\_\_\_\_  
*(Name of County)*

Alabama on \_\_\_\_\_  

*(Date)*

\_\_\_\_\_  
*(Type of Process Server)*

\_\_\_\_\_  
*(Server's Signature)*

\_\_\_\_\_  
*(Address of Server)*

\_\_\_\_\_  
*(Server's Printed Name)*

\_\_\_\_\_  
*(Phone Number of Server)*

# AVERY AUTO SALES, INC.

*"Quality Used Cars"*



1126 Snow Street • Oxford, Alabama 36203  
(256) 835-8897

June 2, 2021

**FILED**

JUN 08 2021

RE: CASE #11-CV-2021-900174.00

KIM MCCARSON, CLERK

Please accept this response regarding a summons for court case #11-CV-2021-900174.00 /Jennifer Reilly.

We have attached documentation signed by Jennifer Reilly agreeing that the vehicle she purchased on April 5<sup>th</sup> 2018, was sold AS IS with no warranty from Avery Auto Sales, Inc., and that she understood that she would bear the entire expense of any repair for defects present or future, unless accompanied by a written promise at the time of sale. Please find copies of those documents attached.

Ms. Reilly did however, purchase from her finance company (Credit Acceptance) a vehicle service contract. This is specifically offered to people who are approved for credit through Credit Acceptance and is not affiliated in any way with Avery Auto Sales, Inc.

Due to the fact that Avery Auto Sales, Inc. did not offer any warranty or service agreement, and are not affiliated with Credit Acceptance, we feel that we should be removed from this case. We sincerely appreciate your response to this letter and would be happy to provide any additional information necessary to remove Avery Auto Sales, Inc. from this case. We look forward to your response.

Kind Regards,

Lester Avery

Avery Auto Sales

1126 Snow Street

Oxford, AL 36203

256-835-8897

**AS IS - SOLD WITHOUT WARRANTY**

Date: 04/05/2018

Acct. No. [REDACTED]

## Seller's Name and Address

AVERY AUTO SALES, INC.  
1126 SNOW STREET  
OXFORD, AL 36203

County: CALHOUN

Purchaser's Name JENNIFER REILLY

Address [REDACTED]

City ANNISTON State AL Zip 36207-

County CALHOUN

Res. Phone N/A

Bus. Phone N/A

Cell Phone [REDACTED]

Email N/A

<u>New / Used</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
Used	2010	JEEP	LIBERTY
<u>Odometer Mileage</u>	<u>Body Style</u>	<u>Tag No.</u>	<u>MVI or Serial No.</u>
118197	4D S	N/A	[REDACTED] 0387

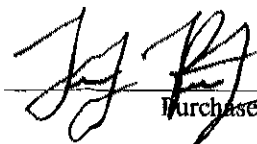
The vehicle identified above is subject to the terms and conditions of this agreement

SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE.

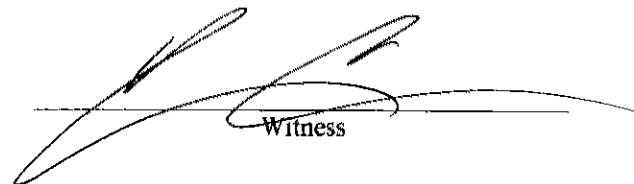
**"NOTICE OF VEHICLE SOLD WITHOUT ANY WARRANTY"**

THIS VEHICLE IS SOLD AS IS, WHERE IS AND WITHOUT ANY WARRANTY. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST AND/OR MAY OCCUR IN THE VEHICLE UNLESS THE SALESPERSON PROMISES IN WRITING AT THE TIME OF THE SALE TO CORRECT SUCH DEFECTS.

BUYER HEREBY ACKNOWLEDGES HE HAS READ, UNDERSTANDS, AND ACCEPTS THE PROVISIONS OF THIS WARRANTY STATEMENT FOR THE ABOVE IDENTIFIED VEHICLE.



Purchaser Signature



Witness

**WARRANTY DISCLAIMER - SOLD AS IS**

# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Jeep

Liberty

2010

0387

VEHICLE MAKE

MODEL

YEAR

VEHICLE IDENTIFICATION NUMBER (VIN)

## WARRANTIES FOR THIS VEHICLE:



### AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.



### DEALER WARRANTY

☐ FULL WARRANTY.

☐ LIMITED WARRANTY. The dealer will pay 0.00 % of the labor and 0.00 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

**SYSTEMS COVERED:**

**DURATION:**

## NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☐ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

**ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.**

**OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.** For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](http://ftc.gov/usedcars). To check for open safety recalls, visit [safercar.gov](http://safercar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

**SEE OTHER SIDE** for important additional information, including a list of major defects that may occur in used motor vehicles.

**Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.**

Here is a list of some major defects that may occur in used vehicles.

**Frame & Body**

Frame-cracks, corrective welds, or rusted through  
Dog tracks-bent or twisted frame

**Engine**

Oil leakage, excluding normal seepage  
Cracked block or head  
Belts missing or inoperable  
Knocks or misses related to camshaft lifters and push rods  
Abnormal exhaust discharge

**Transmission & Drive Shaft**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged case which is visible  
Abnormal noise or vibration caused by faulty transmission or drive shaft  
Improper shifting or functioning in any gear  
Manual clutch slips or chatters

**Differential**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged housing which is visible  
Abnormal noise or vibration caused by faulty differential

**Cooling System**

Leakage including radiator  
Improperly functioning water pump

**Electrical System**

Battery leakage  
Improperly functioning alternator, generator, battery, or starter

**Fuel System**

Visible leakage

**Inoperable Accessories**

Gauges or warning devices  
Air conditioner  
Heater & Defroster

**Brake System**

Failure warning light broken  
Pedal not firm under pressure (DOT spec.)  
Not enough pedal reserve (DOT spec.)  
Does not stop vehicle in straight line (DOT spec.)

Hoses damaged

Drum or rotor too thin (Mfr. Specs)  
Lining or pad thickness less than 1/32 inch  
Power unit not operating or leaking  
Structural or mechanical parts damaged

**Air Bags**

**Steering System**

Too much free play at steering wheel (DOT specs.)  
Free play in linkage more than 1/4 inch  
Steering gear binds or jams  
Front wheels aligned improperly (DOT specs.)  
Power unit belts cracked or slipping  
Power unit fluid level improper

**Suspension System**

Ball joint seals damaged  
Structural parts bent or damaged  
Stabilizer bar disconnected  
Spring broken  
Shock absorber mounting loose  
Rubber bushings damaged or missing  
Radius rod damaged or missing  
Shock absorber leaking or functioning improperly

**Tires**

Tread depth less than 2/32 inch  
Sizes mismatched  
Visible damage

**Wheels**

Visible cracks, damage or repairs  
Mounting bolts loose or missing

**Exhaust System**

Leakage  
Catalytic Converter

**DEALER NAME**

AVERY AUTO SALES, INC.

**ADDRESS**

1126 SNOW STREET, OXFORD, AL 36203

**TELEPHONE**

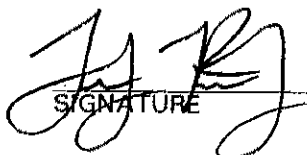
(256) 835-8897

**EMAIL**

**FOR COMPLAINTS AFTER SALE, CONTACT:**

LESTER AVERY

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

  
SIGNATURE

04/05/2018

**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

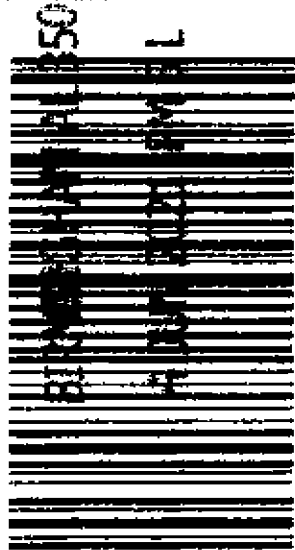
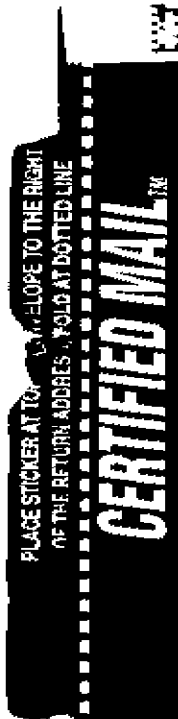


**AVERY AUTO SALES, INC.**

"Quality Used Cars"

1126 Snow Street

Oxford, Alabama 36203



7012 1010 0002 6225 0296

**FILED**

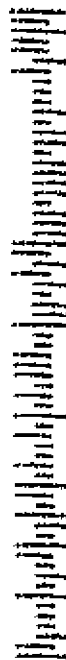
JUN 08 2021

KIM MCCARSON, CLERK

Calhoun Co Circuit Court  
~~1021 Noble Street~~  
Suite 100  
Anniston, AL 36201

256211  
4300

36201-465425



AVS704

ALABAMA JUDICIAL DATA CENTER  
CALHOUN COUNTY  
ANSWER NOTICECV 2021 900174.00  
HON. BUD TURNER

IN THE CIRCUIT COURT OF CALHOUN COUNTY

JENNIFER REILLY V. AVERY AUTO SALES, INC. ET AL

STEWART WILLIAM TAYLOR  
1021 NOBLE ST STE 110  
ANNISTON AL 36201CASE NUMBER: CV 2021 900174 00  
PARTY NUMBER: C001AVERY AUTO SALES, INC. ANSWERED THE SUMMONS AND COMPLAINT  
ON 06/08/2021 WITH: OTHER.CONCERNING: AVERY AUTO SALES, INC.  
LESTER AVERY  
1126 SNOW STREET  
OXFORD AL 36203-0000DATE: 06/08/2021 CLERK: KIM MCCARSON  
300 CALHOUN CO COURTHOUSE  
ANNISTON AL 36201  
(256) 231-1750OPERATOR: VIS  
PREPARED: 06/08/2021

# AVERY AUTO SALES, INC.

*"Quality Used Cars"*



1126 Snow Street • Oxford, Alabama 36203  
(256) 835-8897

June 2, 2021

**FILED**

JUN 08 2021

KIM MCCARSON, CLERK

RE: CASE #11-CV-2021-900174.00

Please accept this response regarding a summons for court case #11-CV-2021-900174.00 /Jennifer Reilly.

We have attached documentation signed by Jennifer Reilly agreeing that the vehicle she purchased on April 5<sup>th</sup> 2018, was sold AS IS with no warranty from Avery Auto Sales, Inc., and that she understood that she would bear the entire expense of any repair for defects present or future, unless accompanied by a written promise at the time of sale. Please find copies of those documents attached.

Ms. Reilly did however, purchase from her finance company (Credit Acceptance) a vehicle service contract. This is specifically offered to people who are approved for credit through Credit Acceptance and is not affiliated in any way with Avery Auto Sales, Inc.

Due to the fact that Avery Auto Sales, Inc. did not offer any warranty or service agreement, and are not affiliated with Credit Acceptance, we feel that we should be removed from this case. We sincerely appreciate your response to this letter and would be happy to provide any additional information necessary to remove Avery Auto Sales, Inc. from this case. We look forward to your response.

Kind Regards,

Lester Avery

Avery Auto Sales

1126 Snow Street

Oxford, AL 36203

256-835-8897

**AS IS - SOLD WITHOUT WARRANTY**Date: 04/05/2018Acct. No. [REDACTED]**Seller's Name and Address**

EVERY AUTO SALES, INC.  
1126 SNOW STREET  
OXFORD, AL 36203

County: CALHOUN**Purchaser's Name** JENNIFER REILLYAddress [REDACTED]City ANNISTON State AL Zip 36207-County CALHOUNRes. Phone N/ABus. Phone N/ACell Phone [REDACTED]Email N/A

<u>New / Used</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
Used	2010	JEEP	LIBERTY
<u>Odometer Mileage</u>	<u>Body Style</u>	<u>Tag No.</u>	<u>MVI or Serial No.</u>
118197	4D S	N/A	[REDACTED] 0387

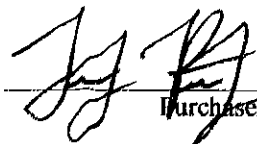
The vehicle identified above is subject to the terms and conditions of this agreement

SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE.

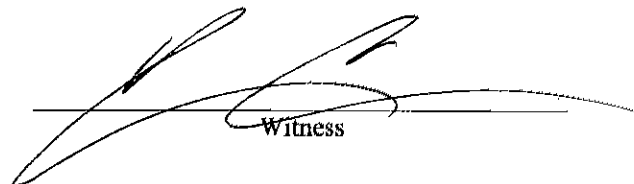
**"NOTICE OF VEHICLE SOLD WITHOUT ANY WARRANTY"**

THIS VEHICLE IS SOLD AS IS, WHERE IS AND WITHOUT ANY WARRANTY. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST AND/OR MAY OCCUR IN THE VEHICLE UNLESS THE SALESPERSON PROMISES IN WRITING AT THE TIME OF THE SALE TO CORRECT SUCH DEFECTS.

BUYER HEREBY ACKNOWLEDGES HE HAS READ, UNDERSTANDS, AND ACCEPTS THE PROVISIONS OF THIS WARRANTY STATEMENT FOR THE ABOVE IDENTIFIED VEHICLE.



Purchaser Signature



Witness

**WARRANTY DISCLAIMER - SOLD AS IS**

# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Jeep

Liberty

2010

0387

VEHICLE MAKE

MODEL

YEAR

VEHICLE IDENTIFICATION NUMBER (VIN)

## WARRANTIES FOR THIS VEHICLE:



### AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.



### DEALER WARRANTY

☐ FULL WARRANTY.

☐ LIMITED WARRANTY. The dealer will pay 0.00 % of the labor and 0.00 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

**SYSTEMS COVERED:**

**DURATION:**

## NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☐ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

**ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.**

**OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.** For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](http://ftc.gov/usedcars). To check for open safety recalls, visit [safercar.gov](http://safercar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

**SEE OTHER SIDE** for important additional information, including a list of major defects that may occur in used motor vehicles.

**Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.**

Here is a list of some major defects that may occur in used vehicles.

**Frame & Body**

Frame-cracks, corrective welds, or rusted through  
Dog tracks-bent or twisted frame

**Engine**

Oil leakage, excluding normal seepage  
Cracked block or head  
Belts missing or inoperable  
Knocks or misses related to camshaft lifters and push rods  
Abnormal exhaust discharge

**Transmission & Drive Shaft**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged case which is visible  
Abnormal noise or vibration caused by faulty transmission or drive shaft  
Improper shifting or functioning in any gear  
Manual clutch slips or chatters

**Differential**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged housing which is visible  
Abnormal noise or vibration caused by faulty differential

**Cooling System**

Leakage including radiator  
Improperly functioning water pump

**Electrical System**

Battery leakage  
Improperly functioning alternator, generator, battery, or starter

**Fuel System**

Visible leakage

**Inoperable Accessories**

Gauges or warning devices  
Air conditioner  
Heater & Defroster

**Brake System**

Failure warning light broken  
Pedal not firm under pressure (DOT spec.)  
Not enough pedal reserve (DOT spec.)  
Does not stop vehicle in straight line (DOT spec.)

Hoses damaged

Drum or rotor too thin (Mfgr. Specs)  
Lining or pad thickness less than 1/32 inch  
Power unit not operating or leaking  
Structural or mechanical parts damaged

**Air Bags**

**Steering System**

Too much free play at steering wheel (DOT specs.)  
Free play in linkage more than 1/4 inch  
Steering gear binds or jams  
Front wheels aligned improperly (DOT specs.)  
Power unit belts cracked or slipping  
Power unit fluid level improper

**Suspension System**

Ball joint seals damaged  
Structural parts bent or damaged  
Stabilizer bar disconnected  
Spring broken  
Shock absorber mounting loose  
Rubber bushings damaged or missing  
Radius rod damaged or missing  
Shock absorber leaking or functioning improperly

**Tires**

Tread depth less than 2/32 inch  
Sizes mismatched  
Visible damage

**Wheels**

Visible cracks, damage or repairs  
Mounting bolts loose or missing

**Exhaust System**

Leakage  
Catalytic Converter

DEALER NAME

AVERY AUTO SALES, INC.

ADDRESS

1126 SNOW STREET, OXFORD, AL 36203

TELEPHONE

(256) 835-8897

EMAIL

FOR COMPLAINTS AFTER SALE, CONTACT:

LESTER AVERY

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

  
SIGNATURE

04/05/2018

**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).



**EVERY AUTO SALES, INC.**

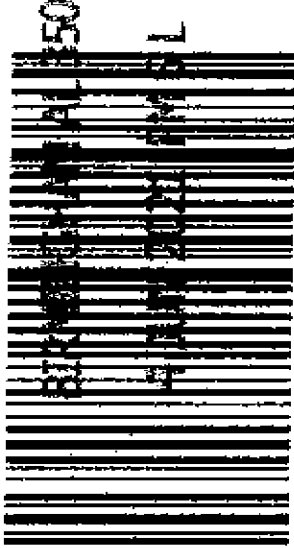
"Quality Used Cars"

1126 Snow Street

Oxford, Alabama 36203

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL<sup>TM</sup>**



7012 1010 0002 6225 0296

**FILED**

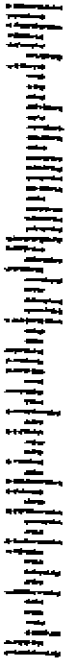
JUN 08 2021

KIM MCCARSON, CLERK

Callahan Co Circuit Court  
~~1021 Noble Street~~  
Suite 100  
Anniston, AL 36201

256711  
#300

36201-465425





IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

JENNIFER REILLY,

Plaintiff,

vs.

AVERY AUTO SALES INC.,  
FIRST AUTOMOTIVE SERVICE  
CORPORATION; CREDIT ACCEPTANCE  
CORPORATION

Defendants.

CIVIL ACTION NO.: CV-21-900174

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**ANSWER**

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COMES NOW the defendant, First Automotive Service Corporation, and for answer to Plaintiff's Complaint, and to each count and paragraph thereof, separately and severally, sets down and assigns the following separate and several defenses:

1. Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth as to the truth of the averments contained in paragraph 1 of the Complaint; therefore, Defendant denies the averments contained in paragraph 1 of the Complaint and demands strict proof thereof.
2. Defendant admits Avery Auto Sales, Inc is Alabama Corporation doing business in the State of Alabama.
3. Defendants admits it is a New Mexico corporation doing business in the State of Alabama.
4. Defendant admits Credit Acceptance Corporation is Michigan Corporation doing business in the State of Alabama.
5. Defendant states that it appears plaintiff Jennifer Reilly purchased an automobile from defendant Avery Auto Sales, Inc. on April 5, 2018
6. Defendant states that it appears plaintiff Jennifer Reilly financed her automobile

purchase with defendant Credit Acceptance Corporation.

7. Defendant admits that plaintiff Jennifer Reilly purchased a Vehicle Service Contract from defendant First Automotive Service Corporation through defendant Avery Auto Sales, Inc. Defendant denies that this service contract covers the cost of repairing all damage automobile parts and demands strict proof thereof.
8. Defendant admits that the service contract purchased by plaintiff Jennifer Reilly on April 5, 2018 was for a twelve (12) month period from the beginning date.
9. Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth as to the truth of the averments contained in paragraph 9 of the Complaint; therefore, Defendant denies the averments contained in paragraph 9 of the Complaint and demands strict proof thereof.
10. Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth as to the truth of the averments contained in paragraph 10 of the Complaint; therefore, Defendant denies the averments contained in paragraph 10 of the Complaint and demands strict proof thereof.
11. Defendant denies the averments contained in paragraph 11 of the Complaint and demands strict proof thereof.
12. Defendant denies the averments contained in paragraph 12 of the Complaint and demands strict proof thereof.
13. Defendant denies the averments contained in paragraph 13 of the Complaint and demands strict proof thereof.
14. Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth as to the truth of the averments contained in paragraph 14 of the Complaint; therefore, Defendant denies the averments contained in paragraph 14 of the Complaint and demands strict proof thereof.

15. Defendant denies the averments contained in paragraph 15 of the Complaint and demands strict proof thereof.
16. In response to the averments contained in paragraph 16 of the complaint, Defendant adopts and incorporates by reference each and every response contained in paragraphs 1-15 above as if set forth fully therein.
17. Defendant states that it appears plaintiff Jennifer Reilly purchased an automobile from defendant Avery Auto Sales, Inc. on April 5, 2018 and financed this purchase thru defendant Credit Acceptance Corporation.
18. Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth as to the truth of the averments contained in paragraph 18 of the Complaint; therefore, Defendant denies the averments contained in paragraph 18 of the Complaint and demands strict proof thereof.
19. Defendant denies the averments contained in paragraph 19 of the Complaint and demands strict proof thereof
20. Defendant denies the averments contained in paragraph 20 of the Complaint and demands strict proof thereof
21. Defendant denies the averments contained in paragraph 21 of the Complaint and demands strict proof thereof.
22. In response to the averments contained in paragraph 16 of the complaint, Defendant adopts and incorporates by reference each and every response contained in paragraphs 1-22 above as if set forth fully therein.
23. Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth as to the truth of the averments contained in paragraph 23 of the Complaint; therefore, Defendant denies the averments contained in paragraph 23 of the Complaint and demands strict proof thereof.
24. Defendant is without sufficient knowledge or information sufficient to form a belief as

to the truth as to the truth of the averments contained in paragraph 24 of the Complaint; therefore, Defendant denies the averments contained in paragraph 24 of the Complaint and demands strict proof thereof.

25. Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth as to the truth of the averments contained in paragraph 25 of the Complaint; therefore, Defendant denies the averments contained in paragraph 25 of the Complaint and demands strict proof thereof.

26. Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth as to the truth of the averments contained in paragraph 26 of the Complaint; therefore, Defendant denies the averments contained in paragraph 26 of the Complaint and demands strict proof thereof.

27. Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth as to the truth of the averments contained in paragraph 27 of the Complaint; therefore, Defendant denies the averments contained in paragraph 27 of the Complaint and demands strict proof thereof.

### AFFIRMATIVE DEFENSES

#### FIRST DEFENSE

The Complaint fails to state claim against the Defendant upon which relief can be granted.

#### SECOND DEFENSE

The Defendant denies each and every material allegation of the Complaint and demands strict proof thereof.

#### THIRD DEFENSE

The Defendant denies the plaintiff was damaged to the nature and extent complained of, and therefore, the defendant contest damages.

#### FOURTH DEFENSE

Defendant pleads the affirmative defense of laches, statute of frauds, statute of limitations, estoppel, unclean hands, repose, *res judicata*, release, waiver, illegality, accord and satisfaction, parol evidence, and collateral estoppel.

#### FIFTH DEFENSE

Plaintiff's claims are barred, in whole or in part, because the Plaintiff failed to use reasonable diligence to mitigate damages, if any, resulting from the alleged wrongdoing, if any, of Defendant.

#### SIXTH DEFENSE

Defendant has not committed any wrongful, illegal, or inappropriate act, and Defendant has not breached any duty owed to the Plaintiff, if any exists (which Defendant denies).

#### SEVENTH DEFENSE

Plaintiff damages, if any, were not proximately caused by Defendant.

#### EIGHTH DEFENSE

Defendant is not liable to the Plaintiff because of subsequent superseding and intervening acts of other parties or persons, all of which caused the Plaintiff's damages, if any.

#### NINTH DEFENSE

Plaintiff's damages, if any, are the result of her own actions or inactions.

#### TENTH DEFENSE

Plaintiff's claims are barred, in whole or in part, because her damages, if any, were caused, in whole or in part, by the negligent or intentional conduct of the Plaintiff or third parties over which the Defendant had not control or responsibility.

#### ELEVENTH DEFENSE

Defendant pleads the affirmative defense that there was no reasonable reliance.

#### TWELFTH DEFENSE

Defendant pleads the affirmative defense that there was no misrepresentation.

THIRTEENTH DEFENSE

Defendant pleads the affirmative defense that there was no misrepresentation of any material fact.

FOURTEENTH DEFENSE

Defendant pleads the non-existence of any claimed implied warranties.

FIFTEENTH DEFENSE

Defendant pleads failure of conditions precedent.

SIXTEENTH DEFENSE

Defendant pleads lack of consideration.

SEVENTEENTH DEFENSE

Plaintiff's claims are barred, in whole or in part, because the Defendant had a duty to disclose with respect to any alleged misrepresentations, suppressed facts or admissions made by Defendant or third parties or about which the Defendant had no knowledge.

EIGHTEENTH DEFENSE

The Defendant asserts that any an all actions taken with regard to the vehicle Service Contract constitutes action taken within the business judgment of the Defendant.

NINETEENTH DEFENSE

The Defendant says that any award of punitive damages to the plaintiff in this case will be violative of the constitutional safeguards provided to defendant under the Constitution of the State of Alabama.

TWENTIETH DEFENSE

The Defendant says that any award of punitive damages to the plaintiff in this case will be violative of the constitutional safeguards provided to defendant under the Constitution of the United States.

#### TWENTY-FIRST DEFENSE

The Defendant says that any award of punitive damages to the plaintiff in this case will be violative of the constitutional safeguards provided to defendant under the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States in that punitive damages are vague and are not rationally related to legitimate government interests.

#### TWENTY-SECOND DEFENSE

The Defendant says that any award of punitive damages to the plaintiff in this case will be violative of Article I, Section 6 of the Constitution of the State of Alabama which provides that no person shall be deprived of life, liberty, or property except by due process of law, in that punitive damages are vague and are not rationally related to legitimate government interests.

#### TWENTY-THIRD DEFENSE

The Defendant says that any award of punitive damages to the plaintiff in this case will be violative of the procedural safeguards provided to defendant under the Sixth Amendment to the Constitution of the United States in that punitive damages are penal in nature and consequently, defendant is entitled to the same procedural safeguards accorded to criminal defendants.

#### TWENTY-FOURTH DEFENSE

It is violative of the self-incrimination clause of the Fifth Amendment to the Constitution of the United States of America to impose against this defendant punitive damages, which are penal in nature, yet compel defendant to disclose potentially incriminating documents and evidence.

#### TWENTY-FIFTH DEFENSE

It is violative of the rights guaranteed by the Constitution of the United States of America and the Constitution of the State of Alabama to impose punitive damages against this defendant which are penal in nature by requiring a burden of proof on plaintiff which is less than the "beyond a reasonable doubt" burden of proof required in criminal cases.

TWENTY-SIXTH DEFENSE

The Defendant says that any award of punitive damages to the plaintiff in this case will be violative of the Eighth Amendment to the Constitution of the United States in that said damages would be an excessive fine in violation of the Excessive Fines Clause of the Eighth Amendment to the United States Constitution.

TWENTY-SEVENTH DEFENSE

The defendant says that any award of punitive damages to the plaintiff in this case will be violative of the Due Process Clause of the Fourteenth Amendment of the Constitution of the United States in that it would provide damages to the plaintiff in excess of the amount determined to be appropriate under the formula adopted by the Alabama Legislature in 1981 in Section 27-1-17, Code of Alabama 1975, as amended.

TWENTY-EIGHTH DEFENSE

Any award of punitive damages in this case would serve no purpose for which punitive damages are awarded in Alabama.

TWENTY-NINTH DEFENSE

The Defendant denies engaging in any conduct which entitles the Plaintiff to recover any punitive damages.

THIRTIETH DEFENSE

The Defendant adopts and incorporates the affirmative defenses contained in Rule 8 of the Alabama Rules of Civil Procedure.

THIRTY-FIRST DEFENSE

In the event to the extent that any allegations of denial from Defendant is not denied in the forgoing Answer, Defendant denies the same.

THIRTY-SECOND DEFENSE

Defendant reserves the right to amend its Answer and affirmative defenses as discovery progresses, as new averments are made, and as more information comes to light.

**Defendant hereby demands trial by struck jury.**

/s/Thomas B. Glanton  
\_\_\_\_\_  
Thomas B. Glanton (GLA026)  
Attorney for Defendant

**OF COUNSEL:**

**CARR ALLISON**

100 Vestavia Parkway  
Birmingham, AL 35216  
Telephone: (205) 822-2006  
Facsimile: (205) 822-2057

**CERTIFICATE OF SERVICE**

I hereby certify that on the 22<sup>nd</sup> day of June, 2021, I have served a copy of the above and foregoing on counsel for all parties by:

\_\_\_\_XXX\_\_\_\_ Placing a copy of same in the United States Mail, properly addressed and first class postage prepaid to;

Avery Auto Sales, Inc.  
c/o Lester A. Avery  
1126 Snow Street  
Oxford, Alabama 36203

Credit Acceptance Corporation  
c/o CSC-Lawyers Incorporation Services  
2900 West Road Ste. 500  
East Lansing, Michigan 48823

\_\_\_\_XXXX\_\_\_\_ Using the CM/ECF system which will send notifications of such to the following:

W. Taylor Stewart (STE183)  
1021 Noble Street, Ste. 110  
Anniston, Alabama 36202  
Telephone: 256-237-9311  
Fax: 256-237-0713  
[wts70@stewartandstewart.net](mailto:wts70@stewartandstewart.net)

/s/Thomas B. Glanton  
\_\_\_\_\_  
OF COUNSEL